



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of December 10, 2011**

DATE: November 16, 2011

SUBJECT: Approval of a Standard Project Administration Agreement between the County Board of Arlington County, and the Commonwealth of Virginia, Department of Transportation, for the Design and Construction of Safety Improvements at the intersection of Arlington Boulevard and Manchester Street.

C. M. RECOMMENDATIONS:

1. Approve the attached Standard Project Administration Agreement between the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation (“VDOT”) for the design and construction of curb, gutter, sidewalk and traffic signal improvements at the intersection of Arlington Boulevard and Manchester Street (“Agreement”).
2. Authorize the County Manager, on behalf of the County Board, to execute the Agreement, and all related documents necessary to implement the Agreement, subject to approval of the Agreement and documents as to form by the County Attorney.

ISSUES: Approval of this Project Administration Agreement will allow Arlington County to be reimbursed for funds expended in the construction of one safety improvement project along Arlington Boulevard. There are no issues related to this Board report.

SUMMARY: This is a request for approval of an Agreement for development, administration, and construction of a federally-funded transportation project at Arlington Boulevard and Manchester Street. The total estimated cost to complete these projects is \$478,000.

BACKGROUND: The Arlington Boulevard intersection of Manchester Street (See Vicinity Map) is currently deficient and in need of improvements to benefit all roadway users. In particular, the volume and speed of motor vehicle traffic along Arlington Boulevard (approximately 60,000 vehicles per day, often traveling over the posted limit of 45 mph) inhibits safe walking, bicycle travel and transit use. The planned work will improve safety for all modes.

County Manager:

BMD/kma

County Attorney:

MNC

[Signature]

Staff: Jeremy Watson, DES

22.

High motor vehicle speeds are implicated in much of the crash history at this location. Speeds are expected to drop through upgraded traffic signals, new roadway and crosswalk lighting, and high visibility crosswalks (across Arlington Boulevard). New curb and gutter construction (to replace the existing ditch section) will create a more urban character at the intersection, and signal to drivers that they should slow down, and expect to see pedestrians, cyclists and transit users. Accommodations for transit riders are poor at this location. Existing bus stops at the intersection abut the edge of the roadside and do not provide level landing areas. Thus, adequate concrete pads will be installed. Planned improvements will create fully ADA-compliant accessible bus stops.

DISCUSSION: Funding from this grant will enable the design and construction of this safety improvement project. VDOT has revised the Standard Project Administration Agreement by adding provisions that neither party will bring or assert a claim against any official, officer or employee, in their individual capacity, to enforce the Agreement; and the Agreement does not create rights for persons or parties to the Agreement.

FISCAL IMPACT: The total estimated cost of the project is \$478,000. The Arlington Boulevard at Manchester Street project (UPC 100640) is fully funded in the amount of \$478,000. This project is being funded with federal-aid Highway Safety Improvement Program (HSIP) funds. No local match is required.

The County will initially fund the engineering services, administration, and construction costs from Fund 313; Cost Center 43513; Source of Funds 0319. Upon receipt of invoices from the County for the construction costs, VDOT will reimburse one hundred percent (100%) to the County for these expenditures not to exceed current approval amount of \$478,000.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0050-000-S55	100640	Arlington County

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 200_, by and between the **County Board of Arlington County**, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all

federal, state, and local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements

agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be

reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF ARLINGTON, VIRGINIA:

Typed or printed name of signatory

_____ Date

Title

Signature of Witness

_____ Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

_____ Date

Signature of Witness

_____ Date

Attachments

Appendix A (UPC 100640)

Project Number: 0050-000-S55 UPC: 100640 Locality: County of Arlington

Project Location ZIP+4:	Locality DUNS# 56285042	Locality Address (incl ZIP+4): 2100 Clarendon Blvd Arlington, VA 22201-5404
-------------------------	----------------------------	---

Project Narrative	
Scope:	Redesign intersection of Arlington Blvd and Manchester
From:	Arlington Blvd
To:	Manchester St.
Locality Project Manager Contact info:	William Roberts 703-228-3824 wroberts@arlingtonva.us
Department Project Coordinator Contact Info:	Hamid Misaghian 703-259-1795 Hamid.misaghian@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$88,000	\$0	\$375,000	\$463,000
Estimated VDOT Project Expenses	\$5,000	\$0	\$5,000	\$10,000
Estimated Total Project Costs	\$93,000	\$0	\$380,000	\$473,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$88,200	HSIP	0%	\$0	\$88,200	
	\$9,800	State Match	0%	\$0	\$9,800	
				\$0	\$0	
Total PE	\$98,000			\$0	\$98,000	\$93,000
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	\$0
Construction	\$342,000	HSIP	0%	\$0	\$342,000	
	\$38,000	State Match	0%	\$0	\$38,000	
Total CN	\$380,000			\$0	\$380,000	\$375,000
Total Estimated Cost	\$478,000			\$0	\$478,000	\$468,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$478,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$468,000

Project Financing					
HSIP	State Match				Aggregate Allocations (A+B+C+D+E+F)
\$430,200	\$47,800				\$478,000

Program and project Specific Funding Requirements	
<ul style="list-style-type: none"> This project shall be administered in accordance with VDOT's <u>Locally Administered Projects Manual</u> The project will be constructed and maintained in accordance with VDOT's: <u>Urban Manual</u> (List Appropriate Guide or Manual) The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department. This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$478,000 (if applicable) This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation. <ul style="list-style-type: none"> FY12 \$98,000 Allocation by the CTB, Obligation deadline 7/1/2012, Expenditure deadline 7/1/2015 FY13 \$380,000 Allocation by the CTB, Obligation deadline 7/1/2013, Expenditure deadline 7/1/2016 Total project allocations: <u>\$478,000</u> 	

Authorized Locality Official and date

Typed or printed name of person signing

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Vicinity Map

Arlington Boulevard @ Manchester Street



0 200 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.

Aerial Photography flown February 2011
Easement Locations are Approximate.
Map prepared by Arlington County GIS Mapping Center
Produced and © November 2011

